



Flood Control District Of Maricopa County

INVITATION FOR PUBLIC AUCTION

SALE OF EXCESS VACANT LAND

265 ACRES

FCD Parcel #: H-2646-EX

Located at

West of Cave Creek Road, South of Jomax

Tuesday, October 3, 2006

2:00 PM at

Flood Control District

Of Maricopa County

Administration Office Building

2801 W. Durango Street

Phoenix, Arizona 85009

This package is available on CD for purchase at the Flood Control District office

1. GENERAL INFORMATION:

The **FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (DISTRICT)** will sell the vacant land on October 3, 2006 via oral auction to the highest qualified bidder at 2:00 PM. The parcel is located west of Cave Creek Road, south of Jomax Road, Phoenix, Arizona and the Assessor's parcels as of this date are 212-15-1L, 001M, 002Q, 003A, 004A and 004B. **The minimum acceptable bid will be \$37,900,000.00. The title will transfer by a Special Warranty Deed. An additional cost to the Buyer is an appraisal fee of \$20,000.00.**

2. PROPERTY INFORMATION:

A. Assessor's Parcel Nos: 212-15-001L, 001M, 002Q, 003A, 004A and 004B as of 4/21/06

B. Location: West of Cave Creek Road, South of Jomax Road, Phoenix, Arizona

C. Parcel Size: approximately 265 gross acres (see item O below)

D. Shape: irregular

E. Present use: vacant land

F. Zoning: R1-18 and R1-6, City of Phoenix (see City of Phoenix Nov 1, 2002 Zoning Stipulations letter, end of package)

G. Transfer Document: Special Warranty Deed

H. Easement: to Maricopa County for roadway purposes, Docket No. 123060PG437, recorded 7-7-77.

I. Easement: to City of Phoenix, for public roadway purposes, Recording No. 89 028873, recorded 1-20-89.

J. Easement: granted to City of Phoenix for waterline purposes, recording No. 89 028874, recorded 1-20-89.

K. Easement: to City of Phoenix for roadway purposes, recording No. 89 028875, recorded 1-20-89

L. Easement: to City of Phoenix for a waterline, recording No. 89 028876, recorded 1-20-89.

M. Easement: to Southwest Gas Corporation for utility purposes, recording No. 2001-0824686, recorded 9-6-01.

- N. Easement:** to QWEST, for underground communication purposes, recording No. 2002-0496972, recording 5-15-02.
- O. Easement:** to City of Phoenix for park purposes and park amenities, recording No. 2002-0640313, recorded 6-24-02 (23.853 acres, more or less). The District reserves the right to flow water over this area. For information on the park please contact Jerry Waehner at 602-495-5506.
- P. Hillside ordinances:** This property may be affected by City of Phoenix hillside ordinances. Please contact the City of Phoenix for more information regarding building on hillside areas.
- Q. ALTA Survey:** A recent ALTA survey was completed on the property. However, since that time a forced main easement was issued to the City of Phoenix. A copy of that easement is available in this bid package. It is the buyer's responsibility to verify everything on the survey and at their own discretion obtain an ALTA survey and/or policy should they be the successful bidder.
- R. Access requirements:** Per the zoning stipulations, access to this parcel from Cave Creek Road will have to be obtained from the Arizona State Land Department prior to any construction or development on the property. State Land contact: Jim Gross, 602-542-4041
- S. Roadway Dedication:** The City of Phoenix will require a roadway dedication through the subject property. City of Phoenix contact person is Allan Stephenson, City of Phoenix Planning Department, 602-262-6940. (See Proposed Roadway Location map, end of package)

For a complete listing of all easements, etc. on the property, please see title report and ALTA survey.

Any explanations needed by the bidder, questions or items for clarification may be addressed to the Chief Engineer and General Manager, in writing at 2801 Durango, Phoenix, AZ 85009, at least ten (10) days prior to the date of the auction. Please copy the Property Management Branch at 2801 W. Durango on any such request. Interested parties may also call Lisa Amos at (602) 506-4747 or Larry Hendershot at 602-506-2964 for information regarding this auction package. All answers to questions, interpretations, or clarifications affecting the sale will be addressed to all bidders in an addendum to this invitation. Such clarifications may also be made by the Auctioneer, once auction is opened and prior to the bidding.

Refer to Exhibit "A" for map and legal.

3. **OPEN HOUSE:**

All vacant land properties may be inspected by the prospective bidders during daylight hours prior to the auction. **There will be NO testing, digging, excavation of the site or ingress and egress without prior authorization from District Property Management by contacting Lisa Amos at (602) 506-4747 or Larry Hendershot at (602) 506-2964.**

4. **BIDDING:**

All bidding is open to the public without regard to race, age, sex, religion, national origin, handicap, or marital status. Properties are sold "**AS IS, WHERE IS**", and must close within the time period set forth in this package. To bid for someone else, you must have a legal, notarized specific power of attorney. **In order to qualify to bid, the potential bidder must present to the auctioneer a cashier's check in the amount of \$3,790,000.00 at the time of the registration. Acceptable bids in excess of the minimum bid shall be in increments of no less than \$100,000.00.**

MINIMUM BID:

\$37,900,000.00 Appraised Value

\$20,000.00 Cost of Appraisal

\$37,920,000.00 Total Minimum

5. **BROKER PARTICIPATION:**

A 3% co-brokerage commission will be paid by **THE DISTRICT** at the close of escrow to any licensed Real Estate Broker provided that the broker/agent has properly registered his/her prospect and closes escrow on properties sold at auction. Broker is **NOT entitled to any commission in the event of default.**

1) The prospect must be registered by fax or mail with our office on the Auctioneer's Broker's Registration form, within this package, and must be received by the Property Management Branch in care of **THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY** at 2801 West Durango Street, Phoenix, Arizona 85009, no later than 9:00 a.m. local time on the day of the auction **(October 3, 2006). The Fax number is 602-506-8780.**

2) All cooperating brokers are required to turn in, with their broker registration form, a completed standard Arizona Association of Realtors Disclosure Form #1587-1555 regarding real estate agency relationships.

3) Broker must show the property to the prospect.

4) Broker must attend and register at the auction and bid for (by specific power of attorney) or with the prospect.

5) Commission will be paid only upon final closing.

6) There can be no exceptions to these procedures and no oral registrations will be accepted. Procedures for broker qualifications as herein outlined will be strictly enforced. No one is authorized to make exceptions to these rules.

- 7) Only the first agent registering a prospective bidder will be honored unless otherwise indicated by the buyer.
- 8) If the successful buyer is also a broker, but not acting on anyone else's behalf, then he/she will not be entitled to the 3% co-brokerage commission described in this section.
- 9) Commission will be paid on the appraised value or final bid value, whichever is higher. The appraisal fee is an expense and NOT subject to commission.

6. AUCTION DATE/TIME:

The auction will begin promptly at **2:00 P.M. local time, Tuesday, October 3, 2006**, at the New River Conference Room within the offices of the **FLOOD CONTROL DISTRICT OF MARICOPA COUNTY** at 2801 West Durango Street, Phoenix, Arizona 85009. (Map at end of this package) **Please arrive one hour prior to the beginning of the auction for registration.** Entrance to this building is on the South side.

7. INFORMATIONAL MEETING:

An informational meeting will be held on **July 11, 2006 at 1:00 P.M.** and will last approximately two hours. This meeting will help answer any questions concerning the property. The meeting will be held in the Adobe Room on the first floor of the Flood Control District building at 2801 West Durango Road.

8. EARNEST MONEY AND COMPLIANCE:

The highest bidder shall provide a bid security in the form of a cashier's check, certified check, or money order in an amount equal to **Ten percent (10%) or (\$3,790,000.00) of the minimum bid made payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY.** The conveyance deed shall be signed by the highest bidder at the time of the sale.

The signed documents will be submitted to the Board of Directors for execution. The balance of the bid price will be deposited with the escrow company within sixty (60) days following the auction date.

9. DEFAULT:

In the event the highest bidder is unable, for any reason, or refuses to pay the balance of the bid price, as explained in number 7 above, **fifty percent (50%)** of the bid security deposit shall be forfeited and any interest, legal or equitable in the property shall be forfeited and shall revert to **THE DISTRICT. THE DISTRICT** shall reimburse bidder the remaining 50% of the bid security deposit, without interest, within **180 days** of the auction date. Upon notification of default, the property may then be sold to the second highest bidder at the price bid by the second highest bidder, assuming the second highest bidder meets all other bid requirements including deposit of the (10%) bid security deposit within 72 hours of notification. The second highest bidder shall then pay the balance of the bid price within sixty (60) days of notification.

10. INDEMNITY:

All bidders agree to indemnify and hold harmless **THE DISTRICT**, its officers, agents, and employees from any and all claims, liabilities, and causes of action occasioned by this sale.

11. CLOSING COSTS:

The highest bidder will be responsible for securing any financing necessary for the purchase of the parcel. Inability to finance is a default and the earnest deposit will be retained as per Item 9. The highest bidder will also secure and pay for their own preliminary title reports, title insurance policies and recording of documents. The balance of the bid amount and closing costs shall be made payable to **THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**, completing the escrow transaction for delivery of proceeds to **THE DISTRICT** upon close of escrow.

12. CONVEYANCE:

Upon satisfactory completion of all items and conditions of this sale, **THE DISTRICT** agrees to transfer title to the property by Special Warranty Deed. The sale will not be final until approved by the Flood Control District Board of Directors, who must sign the deed. Possession will be transferred to the highest bidder upon recordation of the Deed.

13. BIDDERS NOTES:

Each bidder for the parcel expressly warrants that neither he/she nor their associates have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this sale.

The parcel is offered for sale "**AS IS, WHERE IS**", in the condition existing at the time of the auction, and without any expressed or implied warranties.

THE DISTRICT makes no representations whatsoever regarding conditions or features of the sale parcel. **THE DISTRICT** further makes no representation as to zoning, access to parcel or development potential of the site.

THE DISTRICT reserves the right to reject any and all bids for any reason prior to or following the auction. **THE DISTRICT** reserves the right to delete the parcel from the sale at its sole discretion.

THE DISTRICT is an agency of Maricopa County, Arizona and therefore is exempt from paying real property taxes. Upon completion of the recording of the conveyance deed to the highest bidder in this transaction, and the change of the records at the office of the Maricopa County Assessor, a tax bill may be due by highest bidder for the balance of calendar year 2006.

Pursuant to ARS 38-511, **THE DISTRICT**, an agency of Maricopa County and a political subdivision of the State of Arizona, reserves the right to cancel within three years after execution.

A corporation may be required to show proof of authorization to do business in the State of Arizona.

THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

FCD Parcel No.: FCD H-2646-EX

ASSESSOR PARCEL NOS: 215-15-001L, 001M, 002Q, 003A, 004A & 004B as of 4/21/06

LOCATION: West of Cave Creek Road, South of Jomax

LEGAL DESCRIPTION: See attached Exhibit "A"

MINIMUM AMOUNT OF BID: \$37,900,000.00

Sale Price: \$ _____

Appraisal: \$20,000.00

Total Due: \$ _____

The bidder hereby acknowledges receipt of and agrees to the information and conditions set forth in this bid package, and that this bid is based on the following Addenda:

The Undersigned certifies that the Invitation for Bids and Proposal have been carefully examined, and also that the property has been personally inspected. The Undersigned further declares that the amount bid and the bidding process are understood and that at no time will misunderstanding of the Invitation for Bids or Proposal be pleaded.

Date: _____

IF BY AN INDIVIDUAL

Name _____

Street _____

City and State _____

Telephone _____

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

FCD PARCEL NO: FCD H-2646-EX

ASSESSOR PARCEL NOS: 212-15-001L, 001M, 002Q, 003A, 004A and 004B as of 4/21/06

LOCATION: West of Cave Creek Road, south of Jomax Road

LEGAL DESCRIPTION: See attached Exhibit "A"

MINIMUM AMOUNT OF BID: \$37,900,000.00

Sale Price \$_____

Appraisal \$20,000.00

Total Due \$_____

The bidder hereby acknowledges receipt of and agrees to the information and conditions set forth in this bid package, and that this bid is based on the following Addenda:

The Undersigned certifies that the Invitation for Bids and Proposal have been carefully examined, and also that the property has been personally inspected. The Undersigned further declares that the amount bid and the bidding process are understood and that at no time will misunderstanding of the Invitation for Bids or Proposal be pleaded.

Date: _____

IF BY A FIRM OR PARTNERSHIP:

Firm Name

By: _____

Telephone

Name and Address of Each Member:

Name

Address

Name

Address

Name

Address

The name and address of each member of the firm or partnership must be shown.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Parcel No.: FCD H-2646-EX

Assessor Parcel No. 212-15-001L, 001M, 002Q, 003A, 004A and 004B as of 4/21/06

LOCATION: West of Cave Creek Road, South of Jomax Road

LEGAL DESCRIPTION: See attached Exhibit "A"

MINIMUM AMOUNT OF BID: \$37,900,000.00

Sale Price \$_____

Appraisal \$20,000.00

Total Due \$_____

The bidder hereby acknowledges receipt of and agrees to the information and conditions set forth in this bid package, and that this bid is based on the following Addenda:

The Undersigned certifies that the Invitation for Bids and Proposal have been carefully examined, and also that the property has been personally inspected. The Undersigned further declares that the amount bid and the bidding process are understood and that at no time will misunderstanding of the Invitation for Bid or Proposal be pleaded.

Date: _____

IF BY A CORPORATION:

Corporation Name

Corporation Address

By: _____

Telephone

*** Incorporated under the Laws of the State of** _____

Names and Addresses of Officers:

President

Address

Secretary

Address

Treasurer

Address

*The name of the State under which the Corporation was chartered and names, titles, and business address of the President, Secretary, and Treasurer must be shown.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Property Management
2801 WEST DURANGO STREET
PHOENIX ARIZONA 85009

602-506-4747 (OFFICE)
602-506-8780(FAX)

Broker Name:

Company Name/Address:

Telephone #:

Fax #:

Mobile#:

Representing:

Telephone #:

Property Identification: FCD H-2646-EX

Assessor Parcel Nos.: 212-15-001B, 002Q, 003, 004A and 004B as of 4/21/06

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

BEFORE A SELLER OR BUYER ENTERS INTO A DISCUSSION WITH A REAL ESTATE BROKER OR BROKER'S SALESPERSON, THE SELLER OR THE BUYER SHOULD UNDERSTAND WHAT TYPE OF AGENCY RELATIONSHIP OR REPRESENTATION THEY HAVE WITH THE BROKER IN THE TRANSACTION. THE SELLER OR BUYER SHOULD CAREFULLY READ ALL AGREEMENTS TO INSURE THAT THE AGREEMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING TO THE TRANSACTION. THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE A SELLER OR A BUYER FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTEREST.

- I. Buyer's Broker:** a broker other than the Seller's Broker can agree with the Buyer to act as the Broker for the Buyer only. In these situations, the Buyer's Broker is not representing the Seller, even if the Buyer's Broker is receiving compensation for the services rendered, either in full or in part, from the Seller or through the Seller's Broker. A Buyer's Broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's Broker. A Buyer's Broker has the following obligations:

To the Buyer:

The fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.

To the Buyer and Seller:

- (a) Diligent exercise of reasonable skill and care in the performance of the Broker's duties
- (b) A duty of honest and fair dealing.
- (c) A duty to disclose all facts known to the Broker which materially and adversely affect the consideration to be paid for the property.

- II. Seller's Broker:** A Broker under a listing agreement with the Seller or as a subagent of the Seller acts as the Broker for the Seller only. A Seller's Broker has the following obligations:

To the Seller:

- (a) The fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.

To the Buyer and Seller:

- (a) Diligent exercise of reasonable skill and care in the performance of the Broker's Duties.
- (b) A duty of honest and fair dealing.
- (c) A duty to disclose all facts known to the Broker which materially and adversely affect the consideration to be paid for the property.

III. Broker Representing both Seller and Buyer (Limited Dual Representation): A Broker, either acting directly or through one or more licensees within the same brokerage firm, can legally represent both the seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. The parties understand that:

- (a) The Broker represents both the Buyer and the Seller with limitations of the duties owed to the Buyer and the Seller, such as:
 - (1) The Broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered;
 - (2) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization. This does not relieve the Broker obligation to disclose all known facts which materially and adversely affect the consideration to be paid by any party.
- (b) The Broker shall exercise reasonable skill and care in the performance of the Broker's duties.
- (c) The Broker shall be obligated at all times to deal honestly and fairly with all parties.

ELECTION

Buyer Election (COMPLETE THIS SECTION ONLY IF YOU ARE A BUYER)

The undersigned elects to have the Broker (Check any that apply)

- _____ Represent the Buyer as Buyer's Broker **(See Section One)**
- _____ Represent the Seller as Seller's Broker **(See Section Two)**
- _____ Show Buyer properties listed with Broker's firm. As a result, Buyer agrees that Broker shall act as agent for both buyer and Seller provided that the Seller consents to dual representation (See Section III). Buyer's and Seller's consent should be acknowledged in separate writing other than the purchase contract.

Seller Election (ONLY COMPLETE THIS SECTION IF YOU ARE THE SELLER)

The undersigned elects to have the Broker: (Check any that apply)

- _____ Represent the Seller as Seller's Broker. **(See Section III)**
- _____ Show Seller's property to buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and Buyer provided that Buyer consents to the dual representation **(See Section III)**. Seller's and Buyer's consent should be acknowledged in a separate writing other than the purchase contract.

THE UNDERSIGNED BUYER(S) OR SELLER(S) ACKNOWLEDGE(S) RECEIPT OF A COPY OF THIS DOCUMENT.

Signed Date

Signed Date

Firm Name (Broker)

Licensee's Signature

Parcel No. **212-15-001B, 2Q, 3A & 212-15-004**

CAVE BUTTES DAM
Item No. **H-2646-EX**

LEGAL DESCRIPTION FOR EXCESS LAND

A portion of land lying within the Northwest quarter (NW4), the Northeast quarter (NE4) and the Southeast quarter (SE4) of Section 10 – T4N, R3E, G&SRB&M, Maricopa County, Arizona, said portion being described as follows:

COMMENCING at the Northeast corner of said Section 10; thence along the East line of the Northeast quarter (NE4) of said section 10, South 00°08'39" West a distance of 200.00 feet to a point on the South line of the North 200 feet of said NE4 and the **TRUE POINT OF BEGINNING**; thence continuing along said East line, South 00°08'39" West a distance of 2433.00 feet to the East quarter corner of said section 10; thence along the South line of said NE4, South 89°56'54" West a distance of 850.45 feet; thence South 66°35'48" West a distance of 504.57 feet; thence South 67°11'24" West a distance of 998.95 feet; thence North 47°26'01" West to a point on the West line of the SE4 of said section 10, a distance of 534.17 feet, said point lies North 00°23'49" West a distance of 2461.58 feet from the South quarter corner of said section 10; thence along said West line, North 00°23'49" West a distance of 224.75 feet to the center of said section 10; thence along the East-West mid-section line, South 89°57'21" West a distance of 225.37 feet; thence North 45°18'48" West a distance of 980.17 feet; thence South 64°37'41" West a distance of 813.36 feet; thence South 24°33'55" East to a point on the South line of the Northwest quarter (NW4) of said Section 10, a distance of 375.76 feet; thence along the South line of the Northwest quarter of said section 10, South 89°57'21" West a distance of 1108.14 feet to the West quarter corner of said section; Thence North 00°05'15" West along the West line of the Northwest quarter (NW4) of said Section 10, a distance of 1320.62 feet to the Southwest corner of the NW4NW4 of said Section; thence along the South line of said NW4NW4, North 89°58'41" East a distance of 1273.24 feet to the Southeast corner of said NW4NW4; thence along the East line of said NW4NW4, North 00°00'48" West a distance of 1320.11 feet to the Northeast corner of said NW4NW4;

Page 1 of 2

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY		
Prelim: 10-03-00	Chk: 3-17-06	Appr:
Rev: 6-21-02; 3-16-06		
Maricopa County Public Works Land & R/W Division		



EXHIBIT "A"

Parcel No. **212-15-001B, 2Q, 3A & 212-15-004**

CAVE BUTTES DAM
Item No. **H-2646-EX**

LEGAL DESCRIPTION FOR EXCESS LAND

H-2646-EX (cont'd)

thence along the North line of the NW4 of said section 10, South 89°59'59" East 1307.94 feet to the North quarter corner of said section 10; thence along the North line of the NE4 of said section 10, South 89°54'59" East a distance of 33.14 feet; thence parallel with and 2600 feet West of the East line of said NE4, South 00°08'39" West a distance of 200.00; thence along the South line of the North 200 feet of said NE4, South 89°54'59" East a distance of 2600.00 feet to the **POINT OF BEGINNING**.

EXCEPT the West 33 feet of the North 825.39 feet of the SW4NW4 of said Section 10. Said portion of land contains 11,535,932 square feet or 264.83 acres more or less.

RESERVING unto the Flood Control District of Maricopa County, an Easement to Construct, Operate and Maintain a Flood Control Project, and for Recreational use over the following described parcel:

BEGINNING at the West quarter corner of said Section 10, from which the Northwest corner lies North 00°05'15" West a distance of 2641.23 feet; Thence North 00°05'15" West along the West line of the Northwest quarter (NW4) of said Section 10, a distance of 1320.62 feet to the Southwest corner of the NW4NW4 of said Section; thence along the South line of said NW4NW4, North 89°58'41" East a distance of 506.80 feet; thence South 24°33'55" East a distance of 1451.31 feet to a point on the South line of said NW4 which lies South 89°57'21" West a distance of 1500.92 feet from the center of said Section 10; thence along said South line, South 89°57'21" West a distance of 1108.14 feet to the **POINT OF BEGINNING**.

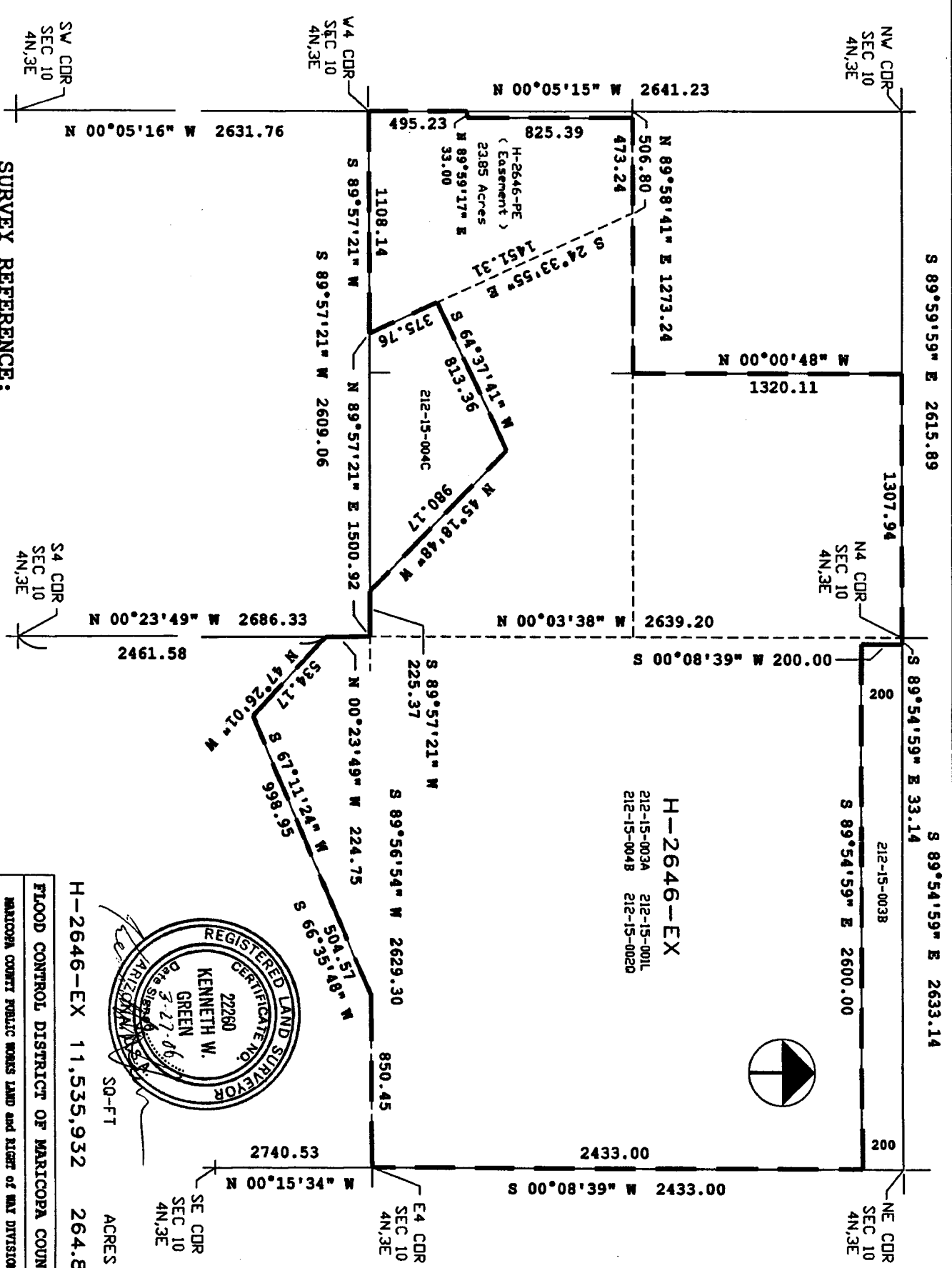
EXCEPT, the West 33 feet of the North 825.39 feet of the SW4NW4 of said Section 10. The above described easement reservation contains 1,039,011 square feet or 23.85 acres more or less.

Page 2 of 2

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY		
Prelim: 10-03-00	Chk: 3-17-06	Appr:
Rev: 6-21-02; 3-16-06		
Maricopa County Public Works Land & R/W Division		

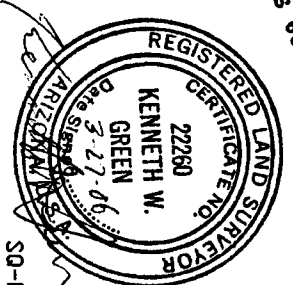


EXHIBIT "A"



SURVEY REFERENCE:
Record of Survey Book 791, Page 41 (MCR)

H-2646-EX
212-15-003A 212-15-001L
212-15-004B 212-15-002D

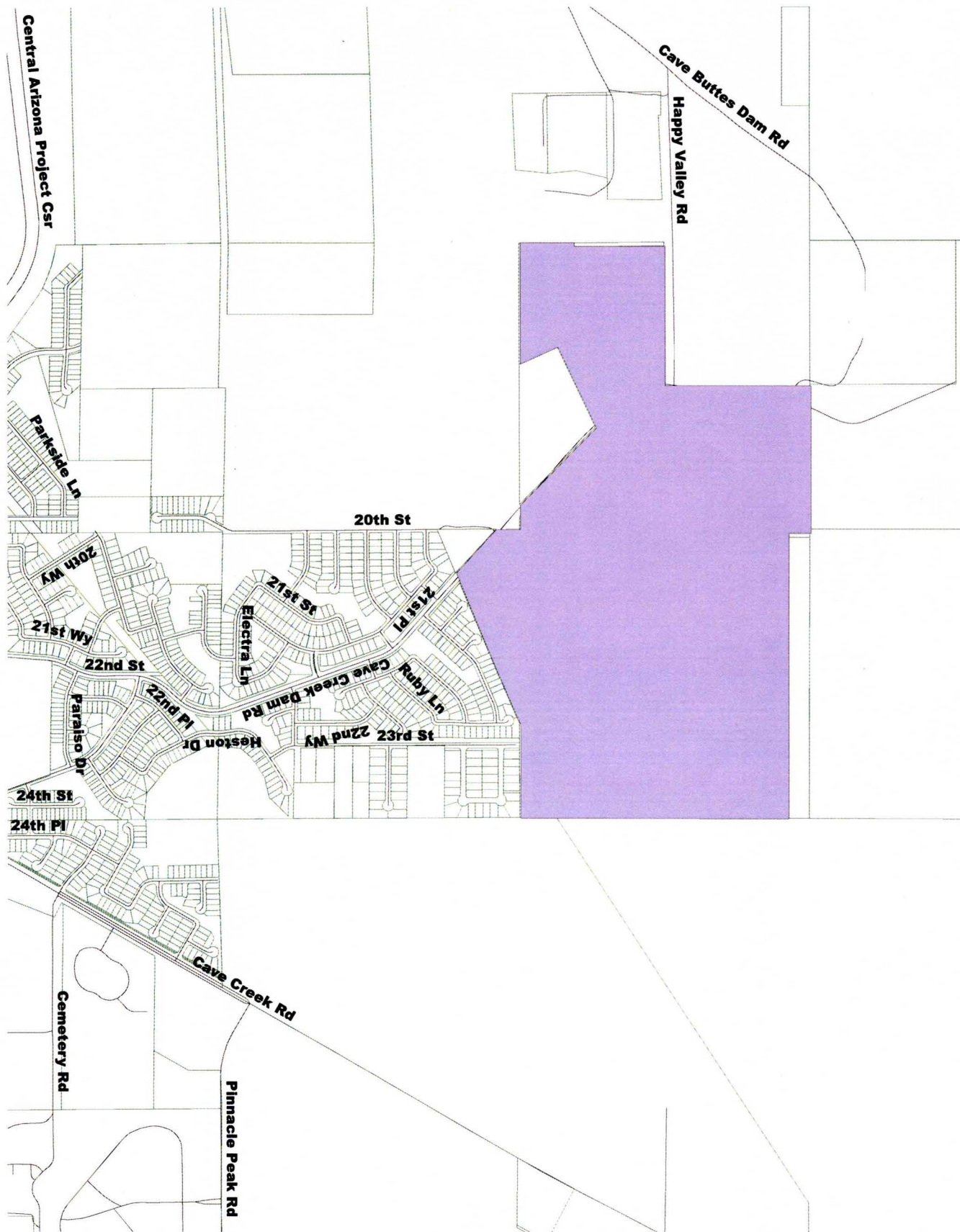


H-2646-EX 11,535,932 264.83

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

MARICOPA COUNTY PUBLIC WORKS LAND AND RIGHT OF WAY DIVISION

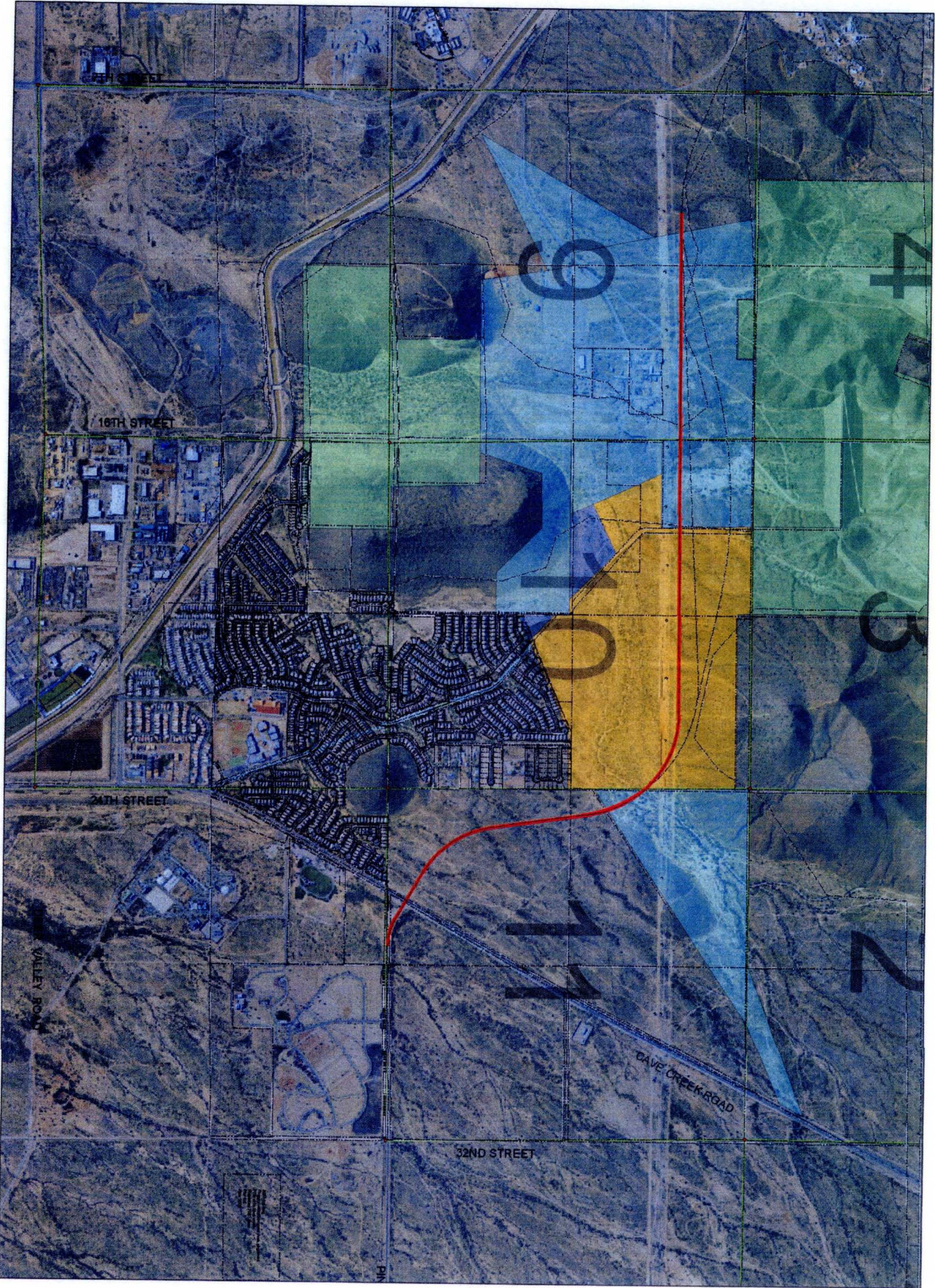
PREP	REV	APPD
3-05-02	6-21-02 / 3-17-06	6-21-02





[illegible]

**PROPOSED ROADWAY LOCATION
CONTACT CITY OF PHOENIX FOR INFORMATION**



**City of Phoenix**

PLANNING DEPARTMENT

November 1, 2002

Various

Dear Applicant:

Annexation 254
"Happy Valley North"

RE: Z-43-02-1

Please be advised that the Phoenix City Council, in accordance with the provisions of Section 506.B.4 of the Zoning Ordinance, as amended, has on October 30, 2002, concurred in the recommendation of the Planning Commission and has approved on Consent Agenda with stipulations Application Z-43-02-1 for A-1, A-1 SP, CP/BP, R1-18, R1-6, S-1, S-1 SP, on 3244.16 acres located at "Happy Valley North" - Boundaries: 19th Avenue (West), 24th Street (East), Pinnacle Peak Road (South), Jomax Road (North).

STIPULATIONS:

1. That prior to any final site plan approval, the property owner shall record documents that disclose to purchasers of property within the development(s) the existence and operational characteristics of the Deer Valley Airport. The form and content of such documents shall be reviewed and approved by the City Attorney.
2. That the subject site has the potential to contain archeological resources. That any development activity in circled areas on Map A shall submit an archeological survey for review and approval by the City Archeologist (602) 495-0901.
3. That all of the A-1 zoned parcels shall provide a 10-foot landscaped setback along 7th Avenue and Pinnacle Peak Road as approved by the Development Services Department.
4. That as projects go through the development review process, the developers shall dedicate street right-of-way as per plans approved by the Development Services Department.

Exponent/Failure Analysis--NEC 19th Avenue and Pinnacle Peak Road, Background Item Three--[S-1 SP(183.00ac)]

5. That site and building development shall generally conform with the site plan entitled "Exponent Building Area Increase Special Use Permit", date stamped

Ratification Letter of ~~2-10~~ 02-1

Page 2

December 7, 1998 by the Maricopa County Planning Department as approved by the city of Phoenix Development Services Department.

6. That use of the site shall comply with the narrative report entitled "Special Use Permit, Narrative Report and date stamped by the Maricopa County Planning Department on December 7, 1998 as approved by the city of Phoenix Planning Department.
7. That 55-feet of right-of-way shall be provided along the eastside of 19th Avenue.
8. That all parking and outdoor storage shall be screened from view from 19th Avenue and the surrounding properties as approved by the Development Services Department.

Cave Buttes Development--the intersection of Happy Valley Road and the 24th Street alignment extended--Background Item Eight-[R1-18(86.56ac) and R1-6(194.87ac)]

9. That development and use of the site shall generally comply with the site plan/zoning exhibit and the narrative report entitled "Cave Buttes Development Narrative and stamped received by the Maricopa County Planning Department on January 10, 2001, as approved by the Development Services Department except as modified by the following stipulations.
10. That the maximum density for the project shall not exceed 519 dwelling units.
11. That the subject site has the potential to contain archeological resources. That the applicant shall submit an archeological survey for review and approval by the City Archeologist (602) 495-0901.
12. That the minimum amount of open space for the project shall be 90 net acres and the open space network shall include preservation of natural vegetation to the greatest extent possible as approved by the Development Services Department.
13. That the following residents will be invited to any preliminary review meetings held by the Development Services Department:

- William Blakey---(480) 444-4942
- Chris & Shayne---AzUbers@aol.com
- Mr. and Mrs. Strachan---(480) 419-1944
- Mr. and Mrs. Lawrence---2248E. Mariposa Grande, Phoenix, AZ 85024-8658,
- Mr. and Mrs. Wallace---24025 N. 21st Way, Phoenix, AZ 85024,
- Mr. and Mrs. Ganahl---2232 E. Mariposa Grande, Phoenix, AZ 85024, Timbophx@aol.com,
- Mr. and Mrs. Norbut---2015 E. Softwind Drive, Phoenix, AZ 85024,
- David R. Whittaker---31 Remuda Rd, Sedona AZ, 86336-4357,
- Mountain Gate North Homeowner's Association

Ratification Letter of ~~Z~~02-1

Page 3

- Redhawk Homeowner's Association

14. That construction traffic shall be encouraged to not use Cave Creek Dam Road. The current barrier at the northernmost termination of Cave Creek Dam Road shall remain closed until Phase I grading is complete and the initial model home complex is opened.
15. That an average 40-foot landscape buffer (30-foot minimum) shall be provided on the south perimeter of this property between Cave Creek Dam Road and 23rd Street. The buffer shall include a 10-foot multi-use trail per Parks and Recreation Department specifications and low-level lighting. View fencing shall be provided along this landscape buffer as approved by the Development Services Department.
16. That the existing graffiti and trash on the property shall be removed and cleaned prior to a certificate of occupancy for Phase I Development.
17. That 20th Street (which currently terminates at the south boundary of the property) shall not be extended into the project.
18. That the final plat shall be designed to encourage traffic to access Pinnacle Peak Parkway (or its equivalent). A traffic study shall be prepared prior to preliminary plat approval to estimate the traffic to be generated on Cave Creek Dam Road.

Sun State Rock and Materials--SWC Central Avenue and Alameda Road Extended—
Background Item Two-[A-1 SP(40.00ac)]

19. That the Special Permit for a mining operation shall expire in 2010.
20. That no mining excavation shall be done below the average surrounding at-grade property elevation.
21. That prior to redevelopment of the site and submittal for development review, a reuse plan shall be approved by the Planning Director.

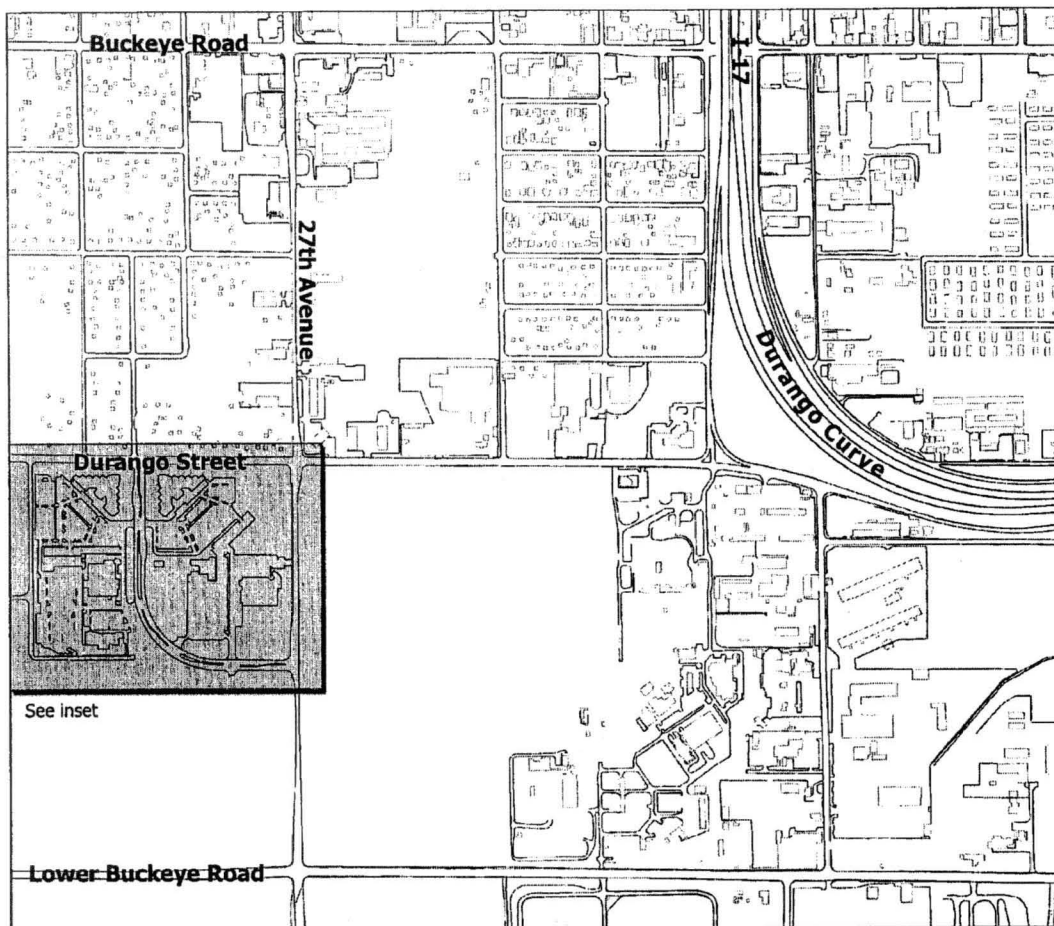
Sincerely,



Sandra E. Zwick,
Principal Planner

C: City Clerk
Files
Tammy Henry (sent electronically)
E.J. Hynick, Public Transit (sent elec.)
Book
Jason Sanks (sent electronically)

Jay Neville (sent electronically)
Karen Stovall (sent electronically)
Dave Barrier, DSD (sent electronically)
Miguel Victor (sent electronically)
Lynn West (sent electronically)
Kenneth Black (sent electronically)



Maricopa County Durango Offices

Department of Transportation (MCDOT)

2901 West Durango Street
(602) 506-8600

Flood Control District of Maricopa County (FCDMC)

2801 West Durango Street
(602) 506-1501

